



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश शासन द्वारा प्रकाशित

शिमला, शनिवार, 17 जून, 1961/27 ज्येष्ठ, 1883

HIMACHAL PRADESH ADMINISTRATION

CO-OPERATIVE DEPARTMENT

NOTIFICATION

Simla-4, the 27th May, 1961

No. 10/863/60-Co-op.—In exercise of the powers conferred by section 33 of the Orissa Warehouse Act, 1956 (Orissa Act 4 of 1957) as extended to Himachal Pradesh *vide* Government of India Ministry of Home Affairs Notification No. 1-8/2/58-Judl-II, dated the 23rd January, 1960, the Lieutenant Governor, Himachal Pradesh proposes to make the attached Rules which are hereby published for the information of all concerned likely to be affected thereby. The Rules will be taken into consideration on or after the 27-6-1961 with objections and suggestions, if any, received from any quarter before that date.

The objections and suggestions in this behalf may be addressed to the Registrar, Co-operative Societies, Himachal Pradesh Chamber Council, Simla-4.

By order,
R. L. GARGAVA,
Secretary.

RULES

1. Short title.—These rules may be called the Himachal Pradesh Warehouse Rules, 1961.

2. *Definitions.*—In these Rules, unless there is anything repugnant in the subject or context:—

- (a) "Act" means the Orissa Warehouse Act, 1956 (Orissa Act 4 of 1957) as modified and extended to Himachal Pradesh.
- (b) "Form" means a form prescribed under these Rules;
- (c) "Section" means section of the Act;
- (d) "Warehouse", "Warehouseman", "Depositor" and "Warehouse Receipt" will have the same meaning as given in section 2 of the Act;
- (e) "Licence" means licence issued under the Act by the Prescribed Authority;
- (f) "Warehouseman's Bond" means the bond required under the Act to be given by a warehouseman;
- (g) "Weigher" means a person licensed under the Act to weigh goods and issue a certificate of the weight;
- (h) "Classifier" means a person licensed under the Act to classify the goods according to grade or otherwise and issue a certificate;
- (i) "Sampler" means a person licensed under the Act to sample the goods and issue a certificate thereof;
- (j) "Negotiable Receipt" means a receipt in which it is stated the goods therein specified will be delivered to bearer to order of a named person;
- (k) "Non-negotiable Receipt" means a receipt in which it is stated that the goods therein specified will be delivered to the depositor thereof;
- (l) "Standard Weight" means weight according to the standard prevalent in Himachal Pradesh;
- (m) All other words and expressions contained in these Rules and not specifically defined shall have the same meaning as are assigned to them in the Act.

3. *Appointment of Prescribed Authority for administration of the Act and Rules.*—The Lieutenant Governor may, by Notification in the Official Gazette, appoint as Prescribed Authority such persons as he may deem proper, for administering the Act and may define the areas within which such officer shall exercise his powers and perform his duties.

4. *Application for licence.*—A warehouseman desiring to carry on the business of warehousing in any area shall make an application in Form No. 1 to the Prescribed Authority of that area;

- (a) This application shall be delivered at the office of the Prescribed Authority during office hours personally by the applicant or his agent or sent by registered post addressed to the Prescribed Authority.
- (b) An application for the grant of a licence for the first time may be made on any date, but an application for renewal of licence shall be made every year at least one month prior to the commencement of the year for which the licence is required and shall be accompanied by the prescribed fees.
- (c) A person desiring to conduct the business of a warehouseman in more than one area shall submit separate applications for

licences in respect of his business in each such area. In case he has more than one place of business in the same area he may apply for only one licence in respect of all such places of business provided he specifies which of them will be his principal place of business.

5. *The period and form of licence.*—The licence shall be in the Form No. 2 and shall be for a period of one year beginning with 1st July and ending the 30th June, each year.

6. *Licence fee.*—There shall be charged, assessed and collected an annual fee of Rs. 50 (Rupees fifty) for issuing a licence either fresh or renewal to a warehouseman.

7. *Lost or destroyed licence.*—Upon satisfactory proof of the loss or destruction of a licence issued to a warehouseman, weigher, sampler, or classifier, a duplicate thereof may at the discretion of the Prescribed Authority be issued under the same number as the original on payment of a fee of Rs. 5 (Rupees five) only.

8. *Appeal against the order of the Prescribed Authority.*—(a) An appeal against the order of the Prescribed Authority refusing to grant a licence shall be instituted within 30 days from the date on which the refusal is communicated to the applicant. The appeal shall lie to the Registrar of Co-operative Societies, Himachal Pradesh or any other authority specified by the Lieutenant Governor, in this behalf.

(b) The appellate authority shall decide the appeal after giving appellant or his pleader a reasonable opportunity to be heard. The decision of the appellate authority shall be final.

9. *Warehouse bonds.*—A warehouseman applying for a licence shall file a bond with the Prescribed Authority to cover all obligations arising thereunder during the period of the licence for such amount as may be determined by the Prescribed Authority after taking into account the storage capacity of the warehouse and the nature of goods to be stored therein, etc.

10. *Net assets.*—The warehouseman shall have and maintain above all exemptions and liabilities, net assets liable for the payment of any indebtedness arising from the conduct of the warehouse to such extent as may be prescribed by the Prescribed Authority after taking into account the storage capacity of the warehouse and the nature of goods to be stored therein, etc. In case buildings, machinery or merchandise are included among such assets, the warehouseman shall keep them insured against loss or damage by fire with a company or companies approved by the Prescribed Authority.

11. *Warehouse receipts.*—From of receipts—A receipt shall contain the following particulars:—

- (a) the location of the warehouse where the goods are stored;
- (b) the name of the person by whom or on whose behalf the goods are deposited;
- (c) the date of issue of the receipt;
- (d) a statement either—
 - (i) that the goods shall be delivered to the holder thereof; or

(ii) that the goods will be delivered to bearer or to the order of a named person;

(e) the rate of storage charges;

(f) a description of the goods or of the packages containing them in the prescribed form;

(g) the signature of the warehouseman or his authorised agent; and

(h) a statement of the amount of any advance made and of any liability incurred for which the warehouseman claims a lien.

12. *Liability of warehouseman for omissions.*—Where a warehouseman omits from a negotiable receipt any of the particulars set forth in rule 11 he shall be liable for damage caused by the omission.

13. *Omission not to affect validity of receipt.*—No receipt shall by reason of the omission of any of the particulars set forth in rule 11 be deemed not to be a warehouse receipt.

14. *Negotiable receipts.*—Words in a negotiable receipt limiting its negotiability shall to void.

15. *Marking of non-negotiable receipts.*—A warehouseman who issues a non-negotiable receipt shall cause to be plainly marked upon its face the words “not negotiable”.

16. *Maintenance of a warehouse in proper condition.*—(a) warehouseman shall maintain his warehouse in good and proper condition.

(b) The Prescribed Authority shall incorporate in the body of the licence the detailed conditions in this behalf after taking into account the location of the warehouse and the commodities to be stored therein.

17. *Duty to deliver.*—A warehouseman in the absence of lawful excuse shall deliver the goods referred to in the warehouse receipt;

(a) In the case of a negotiable receipt, to the bearer thereof upon demand made by the bearer and during business hours, after—

(i) satisfying the warehouseman's lien;

(ii) the receipt is surrendered with such endorsements as are necessary for the negotiation of the receipt; and

(iii) acknowledging in writing the delivery of the goods.

(b) In the case of a non-negotiable receipt, to the depositor thereof upon the depositor—

(i) satisfying the warehouseman's lien; and

(ii) acknowledging in writing the delivery of the goods.

18. (a) *Failure to deliver.*—Where a warehouseman refuses or fails to deliver the goods in compliance with rule 17 the burden shall be upon the warehouseman to establish the existence of a lawful excuse for the refusal or failure.

(b) *The depositor to examine the contents and give note of loss or damage if any.*—The depositor of goods shall examine the contents of goods at the time of taking delivery and shall give notice in writing with full particulars of the loss or damage if any caused to the goods to the warehouseman, within 72 hours of delivery. A copy of the notice shall also be sent to the Prescribed

Authority. No claim against the warehouseman shall be valid if the notice of loss or damage has not been given by the depositor in time. Similar notice for claim of damages shall be given to the warehouseman by the depositor in case he (depositor) comes to know of the loss or damage while the goods are in the warehouse.

19. (a) *Negotiable receipt must be cancelled on delivery of goods.*—Except as provided in rule 24 if a warehouseman delivers goods for which he has issued a negotiable receipt and fails to take up and cancel that receipt, he shall be liable for failure to deliver the goods to any one who purchases the receipt in good faith and for valuable consideration whether he acquired title to the receipt before or after delivery of the goods by the warehouseman.

(b) *Negotiable receipt to be marked on delivery of part of goods.*—Except as laid down in rule 24, if a warehouseman delivers part of the goods for which he has issued a negotiable receipt or to place plainly upon a statement of what goods or packages have been delivered he shall be liable for failure to deliver all the goods specified in the receipt to any one who purchases the receipt in good faith and for valuable consideration whether the purchaser acquired title to the receipt before or after the delivery of any portion of the goods.

20. *Lost or destroyed receipts.*—Where a negotiable receipt has been lost or destroyed the warehouseman upon application by the person lawfully entitled to possession of the goods shall upon satisfactory proof of such loss or destruction issue a duplicate receipt on terms and conditions, if any, approved by the Prescribed Authority and may require such a person to indemnify the warehouseman against any liability, cost or expense he may be under or be put to by the original receipt remaining outstanding.

21. *Description of non-agricultural goods in receipt.*—Non-agricultural goods and packages may be described in a receipt by statement:

- (i) of certain marks or labels on the goods or on the packages containing them;
- (ii) that the goods are said by the depositor to be goods for a certain kind; or
- (iii) that the packages containing the goods are said by the depositor to contain goods of a certain kind, or by a statement of import similar to that of paragraph (i) or (ii).

The statement shall not impose any liability on the warehouseman in respect of the nature, kind or quality of the goods. But it shall be deemed to be a representation by the warehouseman either that the marks or labels were in fact described by the depositor as stated or that the packages containing the goods were in fact described by the depositor as containing goods of a certain kind as the case may be. That the above has been so done, at the instance of the depositor shall be clearly mentioned in the receipt.

22. *Co-mingled goods and warehouseman's liability therefor.*—Where authorised by agreement or by custom, a warehouseman may mingle fungible goods with other goods of the same kind and grade. In that case the holder of the receipt for the mingled goods shall own the entire mass in common and each holder shall be entitled to such proportion thereof as the quantity shown by his receipt to have been deposited bears to the whole.

23. *Negotiable receipt must state charges for which lien is claimed.*—Where a negotiable receipt is issued for goods, the warehouseman shall have

no lien on the goods, except for charges of storage of those goods to the date of the receipt, unless the receipt expressly enumerates other charges for which a lien is claimed.

24. (a) *Perishable and hazardous goods.*—Where goods are of a perishable nature or by their storage will deteriorate greatly in value or injure other goods stored the warehouseman may give such notice as is reasonable and possible under the circumstances to the holder of the receipt for the goods if the name and address of the holder is known to the warehouseman or if not known to him then to the depositor, requiring him to satisfy the lien upon the goods and to remove the goods from the warehouse. On failure of such persons to satisfy the lien and remove the goods within the time specified in the notice, the warehouseman may sell the goods at public auction.

(b) *Method of giving notice.*—The notice referred to in rule 24 (a) may be given by sending it by registered post addressed to the person to whom it is to be given at the person's last known place of address.

(c) *Proceeds of sale.*—The warehouseman shall from the proceeds of any sale by public auction made pursuant to section 15 (2) satisfy his lien and shall hold the balance in trust for the holder of the receipt.

25. *Effect of sale.*—Where goods have been lawfully sold to satisfy a warehouseman's lien or have been lawfully sold or disposed of pursuant to the provisions of rule 24 the warehouseman shall not be liable for failure to deliver the goods to the holder of the receipt.

26. *Transfer receipts.*—The goods covered by a non-negotiable receipt may be transferred by the depositor to a purchaser or donee of the goods by a transfer in writing executed by the depositor; but the transfer shall not affect or bind the warehouseman until he is notified in writing thereof.

27. *Insurance.*—The warehouseman shall insure the goods deposited in the warehouse against loss or damage by fire and theft in such manner as may be prescribed.

28. *Fire loss to be reported immediately.*—If at any time a fire should occur at or within any warehouse, it shall be the duty of the warehouseman to report immediately within 24 hours to the Prescribed Authority and the insurance company the occurrence of such fire and the extent of damage.

29. *Warehouse charges.*—A warehouseman shall not make any charge not authorised by his licence for services rendered. Before a licence to conduct a warehouse is granted under the Act the warehouseman shall file with the Prescribed Authority for approval a copy of his rules and a schedule of charges to be made by him if licensed. Any charge in such rules or schedule of charges shall be subject to the previous approval of the Prescribed Authority. Each warehouseman shall exhibit conspicuously a copy of his current rules and schedule of charges as approved by the Prescribed Authority. He shall also exhibit a translation of it in the local languages.

30. *System of accounts.* (a)—Each warehouseman shall have and maintain a system of accounts approved for the purpose by the Prescribed Authority. This shall include the following:—

- (i) A store record showing the specification and other particulars of goods received for storage, its location, the dates received for and delivered out of storage.

- (ii) The receipts issued and cancelled.
- (iii) A separate record for each depositor of goods which shall include a detailed record of all moneys received and disbursed and of all insurance policies taken out and cancelled.
- (iv) A register for noting the subsequent holders of warehouse receipts for giving notice under rule 24.
- (v) A general insurance account showing policy number, issuing company, amount, binding and expiration date of fire, and other risks insurance policies taken out by him and the property covered by such policies.

(b) All records, books and papers pertaining to the warehouse shall be kept in a place of safety.

(c) A warehouseman shall allow the persons authorised by the Prescribed Authority to inspect or examine his warehouse and also all books, records and papers maintained by him.

(d) A warehouseman shall submit to the Prescribed Authority from time to time such reports as are required by him regarding condition, contents, operation and business of the warehouse, etc.

31. Application to act as weigher, sampler or classifier.—Applications to act as weigher, sampler or classifier shall be made to the Prescribed Authority. The application shall be signed by the applicant. The Prescribed Authority may issue a license to the weigher, sampler or classifier on payment of the annual licence fee of Rs. 5 (Rupees five) if it is satisfied that the applicant can correctly weigh, sample or classify as the case may be in accordance with the standards laid down by the Lieutenant Governor or in the absence of such standards in accordance with any standards approved by the Prescribed Authority. The applicant shall supply any further information that may be required in connection with his application to the Prescribed Authority.

32. Combined application.—A single application may be made by any person for a licence to act as a weigher, sampler or classifier.

33. (a) Duties of weigher, sampler and classifier.—Each weigher, sampler or classifier shall without discrimination, as soon as practicable, weigh, sample or classify as the case may be and certify the weight, grade, etc., of agricultural produce or other goods stored or to be stored in a warehouse.

(b) Certificate of weight and grade.—Each weigher, sampler or classifier shall issue certificate in the form approved by the Prescribed Authority and shall embody within its written or printed terms—

- (i) the caption The Orissa Warehouse Act, 1956 as extended to Himachal Pradesh weight/grade certificate;
- (ii) the name and location of the warehouse in which the grain or produce is to be stored;
- (iii) The date of the certificate;
- (iv) The consecutive number of the certificate;
- (v) The weight of grain or produce covered by the certificate;
- (vi) the kind of grain or produce covered by the certificate;
- (vii) the grade and/or weight of grain or produce as determined by a licensed weigher or of classifier;

(viii) that the certificate is issued under the Orissa Warehouse Act as extended to Himachal Pradesh and the Rules made thereunder;

(ix) the signature of the licensed weigher, sampler or classifier.

34. *Grain appeals.*—(a) In case a question arises as to the true grade or weight or grain or produce or goods stored or to be stored in a warehouse and for which grade certificate has been issued any interested party may submit an appeal to the Committee of Arbitrators appointed by the Prescribed Authority for the purpose.

(b) To entertain such an appeal a complaint in writing shall be filed with the Committee of Arbitrators within 72 hours of the date of occurrence.

35. *Contents of complaint.*—The complaint shall state—

- (i) the name, residence and post office of the complainant;
- (ii) the names and post office addresses of other parties involved;
- (iii) the name and location of licensed warehouses in which grain or produce is or was to be stored;
- (iv) the identification and location of the grain at the time of taking an appeal;
- (v) if samples have been agreed upon and are submitted;
- (vi) name of the classifier or grader or weigher; and
- (vii) such other information as may be required by the office in which such complaint is filed. Such complaint shall be signed by the complainant and may be signed by any one or more or all of the parties interested in such appeal.

36. *When appeal may be dismissed.*—The Committee of Arbitrators with whom the appeal is filed may dismiss such appeal without its determination—

- (i) upon request of the complaint;
- (ii) if it be found that the appeal was not taken in good faith;
- (iii) for non-compliance with the Rules; or
- (iv) because sufficient evidence is not available upon which to determine the true grade of the grain or produce.

37. *Samples to be examined and grade certificate to be issued.*—The sample or samples of the grain involved in the appeal shall be examined as soon as possible. Such tests shall be applied as are necessary. A grade or weight certificate shall be issued by the Committee of Arbitrators hearing the appeal showing the grade or weight assigned by them to such grain. Such grade or weight certificate shall supersede the grade or weight certificate previously issued. Copies of the new certificate shall be forwarded to the warehouseman and the complainants.

38. *The fees and charges.*—The fees payable in respect of appeals and other charges shall be on a scale to be fixed by the Prescribed Authority in that behalf and shall be received from the complainants.

39. *No person shall prevent any party from making an appeal.*—No person licensed under the Act, shall directly or indirectly by any means whatsoever deter or prevent or attempt to deter or prevent any party from taking an appeal under the Rules.

40. *Suspension or cancellation of licenses.*—The prescribed Authority may either on receiving a complaint or on his own initiative or on receipt of an application from a weigher, sampler or classifier suspend or cancel the licence of a weigher, sampler or classifier.

41. *Unlicensed persons not to represent themselves as licensed.*—(a) A licensed warehouseman shall display prominently by a suitable sign board for each warehouse that the warehouse has been licensed. It shall be an offence under section 32 of the Act to use words “licensed warehouse” for a place by a person not so authorised under section 4 of the Act.

(b) No person shall in any way represent himself to be a weigher, sampler or classifier under the Act unless he holds an unsuspended and unrevoked licence issued under section 23 of the Act.

42. *Inspection.*—The Prescribed Authority shall get the licensed warehouse including its equipment, etc., examined and inspected at least once in every quarter and receive a report in writing thereof; and shall give such direction, as it may deem fit, to the warehouseman. If the warehouseman neglects or fails to carry out such directions the Prescribed Authority may, after hearing the warehouseman, cancel or suspend his licence.

43. *Miscellaneous—Delegation of Powers.*—The Prescribed Authority may delegate any of the powers conferred upon him and duties to be performed by him under the Act and Rules to other officer or officers or person or persons as may be approved by the Lieutenant Governor, Himachal Pradesh.

44. *Information of violation of Act and Rules.*—Every person licensed under the Act shall immediately furnish to the Prescribed Authority any information which or these Rules has been tending to show that any of the provisions of the Act or these Rules has been violated.

45. *Offences under section of the Act.*—A warehouseman shall not—

- (i) issue a warehouse receipt without actually receiving the goods;
- (ii) make false statements in the warehouse receipt;
- (iii) issue a duplicate receipt without marking on the receipt of the word “duplicate”;
- (iv) issue a receipt for goods for which he is the owner and not clearly stating the fact.

Any breach of this rule among other things shall amount to an offence punishable under section 32 of the Act.

46. Grant of licenses to warehouseman, weighers, samplers and classifiers as well as suspension or cancellation of licence shall be published in the (Official) Gazette. List of licensed warehouseman together with the location of warehouses as well as list of licensed weighers, samplers and classifiers shall also be published periodically in the (Official) Gazette.

(Rule 4)

To

I/We, a partnership/an individual/a joint-stock company/a co-operative society hereby apply under the provisions of the Orissa Warehouse Act as extended to Himachal Pradesh for a licence to carry on business as a warehouseman in respect of warehouses that is/are for the storage of.....
Location.....District.

.....	bales	gallons
maunds (40 seers of 80 tolas each)		cases
.....	tons	pounds.

4. I/We shall file a bond with you to cover all my/our obligations arising under the licence during its period of continuance to the extent as may be prescribed by you.

5. I/We agree to submit to inspection of the warehouses by a person appointed by you for the purpose and also pay the inspection fees and other charges prescribed by you.

6. I/We enclose a cheque for Rs..... as an advance deposit to cover the fees.

7. I/We agree to comply with and abide by the terms of the Act, the Rules made thereunder and the terms of this licence.

8. The information regarding the warehouses is below:—

DESCRIPTION

[illegible]

9. Shri..... will act as a Manager of the warehouses and will be responsible for its/their working and maintenance of accounts and submission of returns.

10. State the immovable or landed and house property owned on..... by the applicant:

Area of land	Right	L.R.	Value at the 1939 rates	Encumbrances
House No.	-ditto-	-do-

11. The statements made above are hereby certified to be true to the best of my/our knowledge and belief.

Signed this..... day of.....19....

.....
(Signature of the Applicant).

Note.—The application for a licence to conduct a public warehouse should be accompanied by the following:—

- (i) Current financial statement showing the assets and liabilities of the applicant certified by a person approved by the Prescribed Authority.
- (ii) Articles of Association and Memorandum of Association in case of a joint stock company, partnership deed in case of a partnership firm and bye-laws in case of a co-operative society which should show that the applicant is legally authorised to carry on warehousing business.
- (iii) Detailed description** of the warehouse to show that the warehouse is suitable for proper storage of the particular produce or products for which the applicant has applied for a licence.
- (iv) The scale of fees the applicant proposes to charge if the licence is granted to him.

FORM 2

(Rule 5)

Office of the Prescribed Authority

Place.....

Date.....

LICENCE TO CONDUCT A PUBLIC WAREHOUSE UNDER SECTION 4(2) OF THE ORISSA WAREHOUSE ACT, AS EXTENDED TO HIMACHAL PRADESH

1. This licence has been granted to..... to carry on business as a warehouseman in respect of warehouse situated at door No..... street/road..... ward..... town..... district..... subject to the provisions of the..... Warehouse Act and the Rules made thereunder.

**Please see 8 above.

2. The licence shall be valid up to the 30th June.....

3. The licensee shall levy charges for warehousing on the scale given in the schedule approved by the prescribed Authority. No change in the schedule shall be made unless approved by the Prescribed Authority. The schedule as approved by the Prescribed Authority and where it is in any other language a true translation/s in the local language/s shall be exhibited prominently in the warehouse. The licensee shall in the event of the suspension or cancellation of his licence surrender it to the Prescribed Authority together with all the unused warehouse receipts in his possession.

4. Hours when goods can be deposited or received shall be written in bold letters at the public entrance to the warehouse.

5. The warehouseman shall maintain his warehouse in good and proper condition. (Detailed rules for different types of warehouses will be framed by the Prescribed Authority and incorporated in the body of the licence after taking into account the location of the warehouse and the commodities to be stored therein).

.....
Signature of the Prescribed
Authority.

Seal of the Prescribed Authority. _____

**WAREHOUSE RECEIPT ISSUED UNDER SECTION 26 OF THE
ORISSA WAREHOUSE ACT, 1956 AS EXTENDED TO HIMACHAL
PRADESH**

NEGOTIABLE/NOT NEGOTIABLE

Consecutive Number

Warehouse Bonded for Rs.....

Name of the Individual/Firm/Company/Co-operative Society.

Address.....

Licence No..... The Licence expires on.....

This is to certify that we have received in storage warehouse.....
for the account of..... in apparent good order except
as noted hereon the following described property, subject to all terms and
conditions contained herein such property to be delivered to.....
or his order upon the payment of all storage, handling and other charges and the
surrender of this warehouse receipt properly endorse.

*Number	Package	Said to be or contain	Marks
**Description of produce		Grade	Weight

*For commercial goods.

**For agricultural goods.

Storage at..... per per month
from.....
handling..... per..... in and out inclusive

Advances have been made and liability incurred on such goods as follows:—

co-operating.....
cartage..... freight.....
weight.....

Advances..... (details to be specified)

other charges (to be specified)

..... (Write the name of the warehouseman).

Claims a lien for all lawful charges for storage and preservation of the goods also for all lawful claims for money advanced, interest, insurance, transportation labour, weighing, co-operating and other charges and expenses in relation to such goods.

(Signature of the warehouseman).

The goods mentioned below are hereby released from this receipt for delivery from warehouse. Any unreleased balance of the goods is subject to a lien for unpaid charges and advances on the released portion.

Date	Quantity released	Signature	Quantity due on receipt
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Conditions for storage

1. *Tender for storage.*—(a) All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The depositor shall furnish at or prior to such delivery a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired; otherwise the goods may be stored in bulk or assorted lots at the discretion of the warehouseman and will be charged for accordingly.

(b) The word “lot” as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangements and subject to a charge.

(c) The warehouseman undertakes to store and deliver goods only in the packages in which they are originally received, unless otherwise provided.

2. *Storage period.*—(a) All goods are stored on a month to month basis, unless otherwise provided. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months, but if there is no corresponding date in the next succeeding calendar month, it shall extend to and include the last day of that month. When the last day of the final storage month falls on Sunday or a legal holiday, the storage month shall be deemed to expire on the next succeeding business day. All charges including storage and insurance charges shall be on a month to month basis unless otherwise provided.

(b) (i) Where goods are of perishable nature or by keeping will deteriorate greatly in value or injure other property, the warehouseman may give such notice as is reasonable and possible under the circumstances to the holder of the

receipt for the goods if the name and address of the holder is known to the warehouseman or if not known to him, then to the depositor, requiring him to satisfy the lien upon the goods and to remove them from the warehouse and on the failure of such person to satisfy the lien and remove the goods within the time prescribed in the notice, the warehouseman may sell the goods at public sale.

(ii) If the warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any manner he may think fit, and shall incur no liability by reason thereof.

(iii) The warehouseman shall from the proceeds of any sale made pursuant to this section satisfy his lien and shall hold the balance in trust for the holder of the receipt.

3. *Delivery requirements.*—(a) Instructions for delivery or transfer of goods shall always be in writing and signed by the storer or his authorised agent.

(b) When a negotiable receipt has been issued no goods covered by that receipt shall be delivered unless the receipt properly endorsed is surrendered for cancellation for endorsement of partial delivery thereon.

(c) Should a negotiable receipt be lost or destroyed, goods covered by it shall not be delivered until the person lawfully entitled to possession of goods obtains and surrenders a duplicate receipt. The duplicate will be issued on such terms and conditions and on furnishing a bond to indemnify a warehouseman against any liability as provided under the Act and the Rules.

4. *Liability.*—(a) The warehouseman undertakes to exercise reasonable care and diligence required by the law for keeping the goods.

(b) The warehouseman's liability is limited to the value of goods on the date of deposit namely Rs. per. unless the depositor has declared in writing the valuation in excess of this amount and paid additional charges to cover enhanced liability.

(c) Perishable goods or goods which are susceptible to damage through temperature changes are accepted only at owners' risks for such damage as might result from general storage conditions.

(d) The depositor of goods shall examine the contents of goods at the time of taking delivery and shall give notice in writing with full particulars of the loss or damage if any caused to the goods to the warehouseman, within 72 hours of delivery. A copy of the notice shall also be sent to the Prescribed Authority. No claim against the warehouseman shall be valid if the notice of loss or damage has not been given by the depositor in time. Similar notice for claim of damages shall be given to the warehouseman by the depositor in case he (depositor) comes to know of the loss or damage while the goods are in the warehouse.

(e) The warehouseman is not responsible for the usual and customary shrinkage in weight.

(f) The quality, condition, value and contents of goods are unknown to the warehouseman except when specifically mentioned in the warehouse receipt.

5. *Schedule of charges.*—Whenever provision is made in these contract terms and conditions for a charge or charges by the warehouseman such charge or charges will conform to the warehouseman's tariff in effect at the time the charge accrues or the service is performed.

The Schedule of Tarrif to be charged shall be that approved by the Prescribed Authority.

The goods stored have been insured for Rs..... against fire, a theft.....

When goods are transferred from one room to another or from one warehouse to another at the request of the depositor a charge for handling will be made.

The warehouseman may also transfer at his own expense, without notice, any goods in storage from one room to another in the warehouse provided transfer involves no change in the class of storage.

Charges for handling, loading, unloading, and extra service, such as repairing, dryage, refilling, weighing, etc., rendered in the interest of the depositor are to be paid for by the depositor of goods in addition to the usual warehouse tariff.

APPLICATION FOR LICENCE TO WEIGH/SAMPLE/CLASSIFY COMMODITY

(Rule 31)

1. I hereby apply under the Orissa Warehouse Act as extended to Himachal Pradesh and the Rules prescribed thereunder for a licence to weigh/sample/classify and to certificate the weight/grade/class of the (specify agricultural products) stored or to be stored in the following warehouses licensed or for which application for licence has been made under the Orissa Warehouse Act, as extended to Himachal Pradesh:

Name of warehouseman	Name of warehouse	Location of warehouse
(i)		
(ii)		

2. I agree to comply with and abide by the terms of the Act and the Rules so far as the same may relate to me.

(Questions to be answered by the applicant. Separate form should be used if the applicant intends to apply for licence for different capacities).

3. State the exact date of birth..... age.....

4. What is your present employment and by whom you are employed ?

5. State your employment for the past five years.

6. Have you ever been discharged from any employment?.....
If so, give name and address of the employer and state reasons for such discharge.

7. Are you now or have you ever been licensed to perform services similar to those for which this licence is applied?..... If so, give particulars
.....Have you performed services similar to those for which this licence is applied any time before? Give particulars.....
If you have acquired any special qualifications, please give details.

9. Give the names and addresses of three persons who have personal knowledge of your qualifications. Two of these persons must be engaged in some commercial concerns handling the product covered by this application.

I declare that the foregoing statements are true to the best of my knowledge and belief.

Place.....

.....
Signature of applicant.

Weight/Class/Grade Certificate

Consecutive number of the Certificate.....

This is to certify that the goods deposited by.....in the warehouse No..... known as..... situated at..... have been weighed/graded/classified by me and that their weight/grade/class is as shown under:—

Approximate amount of grain or produce covered by the certificate	Kind of grain or produce covered by the certificate	Grade & weight/class of grain or produce			
		Weight	Grade	Class	Identification

This certificate is issued under Orissa Warehouse Act, as extended to Himachal Pradesh and the Rules made thereunder by a licensed weigher/classifier/sampler.

Date.....

Signature of weigher/sampler/classifier.

1. INWARD AND OUTWARD STOCK REGISTER

(Rule 30)

[illegible]

2. REGISTER OF RECEIPTS ISSUED AND CANCELLED

(Rule 30)

Serial No. of the receipt	Date of issuc of receipt	Name of the depositor	Cancellation of receipt		Remarks
			Date of Cancellation	Signature of the warehouseman	
1	2	3	4	5	6

3. REGISTER OF DEPOSITORS (DEPOSITOR'S ACCOUNT)

(Rule 30)

Ledger Folio No.....

Warehouse Receipt No.....

Depositor's Name... ..

Date of issue.....

Address.....

Names and Addresses of subsequent holders.....

[illegible]

in respect of		Charges recovered in respect of						Insurance					REMARKS
Insurance	Other charges be specified	Warehousing	Weighing	Grading	Sampling	Insurance	Other charges (to be specified)	Company with which goods are insured	Value for which goods are insured	Period of insurance	Date of expiry of insurance	Amount of premium	
15	16	17	18	19	20	21	22	23	24	25	26	27	28

4. REGISTER OF HOLDERS OF WAREHOUSE RECEIPTS

(Rule 30)

Warehouse Receipt No..... ..

Date of issue... ..

Name of the original depositor and subsequent holders who have sent intimation to the warehouseman	Address	Date of intimation for registration	Date of intimation given under section	Other particulars	Remarks
1	2	3	4	5	6
Original depositor—					
1.					
Subsequent holders—					
2.					
3.					
4.					
etc.					